

Washington County Fire Protection Mutual Aid Agreement



Sponsored by:

The Washington County Fire Fighter's Association
The Washington County Emergency Management Agency

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WASHINGTON COUNTY FIRE PROTECTION MUTUAL AID AGREEMENT

A. PURPOSE:

The undersigned Municipal Officers for municipalities in the County of Washington, State of Maine; hereby agree to render emergency mutual aid services during emergency and disaster events requiring the activation and deployment of their fire department, in accordance with Title 30-A M.R.S.A. Chapter 115 and Title 30-A M.R.S.A. § 3156.

B. DEFINITIONS:

1. A Requesting Department is the municipal/volunteer fire department requesting support from other municipal/volunteer fire departments.
2. A Supporting Department is the municipal/volunteer fire department that is providing support to the requesting municipal/volunteer fire department.
3. A Member Municipality is a municipality whose municipal officers have signed and approved this mutual aid compact.
4. A Senior Fire Officer (SFO) is the senior ranking fire department officer (Chief, Deputy, Assistant, Captain, Lieutenant) present for duty, at that time, during an emergency activation of the fire department.
5. The Incident Commander (IC) is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site. All responding departments will be under the command of the IC while located on scene at the incident.
6. The Dispatch Center shall be a reference to the Washington County Regional Communications Center and/or other local dispatch centers within Washington County.

C. ROLES AND RESPONSIBILITIES

1. The Requesting Department shall be responsible for establishing an Incident Command System (ICS) in accordance with NIMS and NFPA 1561. The Requesting Department may request assistance from the Washington County Emergency Management Agency to support their ICS for complex, multi-agency, multi-jurisdictional incidents. The Senior Fire Officer from the Supporting Department shall report to the Incident Commander (IC) or staging area manager for all assignments. Arriving personnel shall receive their initial assignment from their Senior Fire Officer, and report as ordered to assigned positions.
2. The Incident Commander shall be responsible for implementing an incident safety program and a personnel accountability program at the disaster or fire scene.
3. The Incident Commander should complete a size-up report and call the following information to the dispatch center, so that all responding agencies/personnel will know what is happening:
 - a. Apparent Conditions (Nothing showing, Fire Showing, Working fire, or Fully involved, etc.)
 - b. Fire type (Occupancy, Size, Height, acres, exposures, etc.)
 - c. Attack Strategy (Offensive or Defensive)
 - d. Staging Location

D. PROCEDURES FOR REQUESTING AND PROVIDING ASSISTANCE

1. In the event that in the judgment of the Senior Fire Officer of any member municipality, a fire or other emergency is occurring or about to occur in his/her municipality of such a magnitude that it cannot be adequately controlled by the Requesting Department's firefighting equipment and personnel, said Officer may call on the fire department(s) of other member municipalities to furnish necessary firefighting equipment and personnel for use; either
 - a. in combating the fire or other emergency, or
 - b. as a standby reserve to meet all other calls that may occur before the Requesting Department's firefighting force is free to take care of them.
2. Upon the request to the Washington County Regional Communications Center or local dispatch center by the Senior Fire Officer (SFO) of the Requesting Department, the dispatch center shall dispatch those Supporting Departments as requested by the requesting SFO. The requesting SFO shall request the type of equipment needed, such as pumpers, tankers, aerials, ladders, manpower, etc. This request should be available and announced on the initial page for the Supporting Departments.
3. The SFO of each Supporting Department shall acknowledge the request by the SFO of the Requesting Department by signing on and stating that their department acknowledges the page and is responding. Individual members responding to an incident prior to the page request, or without authorization from their Department's Senior Fire Officer shall not be covered under this Agreement.
4. Unless the Incident Commander (IC) has asked that the Supporting Department be directed to take up a position remote to the incident, the Supporting Department shall respond directly to the staging area at the incident scene. Upon arrival at the scene, the SFO of the Supporting Department shall report to the IC or staging area manager to report availability and receive direction.
5. The rendering of assistance under the terms of this agreement shall not be mandatory, but the Supporting Department should immediately inform the Requesting Department if, for any reason, assistance cannot be rendered. A Supporting Department shall always be permitted to retain sufficient firefighting equipment and personnel to fight any fire or meet any emergency within its own boundaries that may reasonably be expected. A municipality shall not request mutual aid, unless resources available within the effected municipality are deemed to be inadequate.
6. In the event that a Supporting Department is concerned about coverage of their own municipality during the incident, the Supporting Department may request, through the dispatch center, that another member municipality be placed on standby to address those coverage concerns.
7. A Supporting Department shall be released by the Requesting Department as soon as the services of the supporting department are no longer required or when the Supporting Department is needed within the area for which it normally provides emergency and disaster response. The Supporting Department shall not leave the scene or assignment until released by the Requesting Department who shall release the units as quickly as possible without endangering personnel.

E. INTEROPERABLE COMMUNICATIONS

1. The member municipalities agree to establish common radio protocols including CONOPS capabilities in their radios.
2. Each municipality that has signed on to this mutual aid agreement hereby authorizes the other member municipalities to program their fire department radio frequency into their base, mobile and portable radios. Supporting Departments that are not licensed for a particular radio frequency should only utilize that frequency during an emergency or disaster involving the Requesting Department.

3. The Incident Commander shall have the responsibility for coordinating communications between the personnel of the Supporting Departments and the Requesting Department.

F. RELATIONSHIPS WITH OTHER AGREEMENTS

1. It is recognized that in certain situations, such as structure fires, mutual aid is more effective when pre-arranged ("Automatic Aid"). Nothing in this Agreement precludes member municipalities from entering into automatic aid agreements. This agreement does not replace any Automatic Aid agreements that individual municipalities have signed with one another.

2. This Mutual Aid Agreement is a "Call" agreement, whereby a requesting department must ask for a supporting department to be dispatched by the dispatch center in order for the supporting department to respond.

G. JOINT MEMBERS

1. Firefighters who may be members of both a Requesting Department and a Supporting Department (so-called "Joint Members") shall be treated as members of the Requesting Department under this Agreement.

2. Joint members responding under this Agreement should report directly to the Requesting Department for their initial assignment unless otherwise directed by the Incident Commander.

3. Joint Members shall be covered by the Requesting Department's workers compensation and liability insurance.

4. The Requesting Department shall be responsible for any damage to property or equipment, and any injury or death that may result from the acts or omissions of a Joint Member(s) responding under this Agreement.

5. Joint Members shall be compensated (or not compensated) according to the department policies of the Requesting Department.

H. COMPENSATION, REIMBURSEMENTS, LIABILITY AND WORKERS COMPENSATION

1. Each member municipality shall be responsible for damages to its own equipment and vehicles, which occurs while aid is being rendered under this Agreement.

2. Each member municipality shall be responsible for injury or death of its own firefighters, which occurs while aid, is being rendered under this Agreement.

3. Each member municipality to this agreement shall provide workers' compensation insurance to cover its own personnel for compensable injuries arising out of aid rendered under this Agreement.

4. Each member municipality is liable for its own negligent acts or omissions causing property damage, bodily injury or death, to the equipment or personnel of the Requesting Department or other Support Departments to the extent provided by the Maine Tort Claims Act.

5. Each member municipality shall indemnify, defend and hold harmless the other member municipalities to this agreement from all claims, damages, losses and expenses, including attorney fees,

arising out of or resulting from negligent acts or omissions of the member municipality's personnel.

6. Each member municipality will provide liability insurance in an amount and with areas of coverage consistent with the minimum requirements of the Maine Tort Claims Act.

7. The SFO from each member municipality shall be responsible for ensuring that his/her firefighters are qualified and capable of completing the assignments given to them. An example would include firefighters who are not qualified to perform interior firefighting shall not be assigned to perform interior firefighting.

8. Should the Requesting Department seek reimbursement for services performed from any responsible party such as but not limited to hazardous materials spillers, insurance, courts or the like, the Requesting Department will also include reimbursement for all Supporting Departments that were included in the response. In the case of any possible reimbursement, Supporting Departments shall be responsible for submitting to the Requesting Department in a timely manner a roster of their personnel and equipment activated during the response.

9. All Departments shall compensate (or not compensate) their own members according to their own department policies. Supporting Departments will not seek wage/stipend compensation from Requesting Departments except for purposes of reimbursement from a party other than the Requesting Department.

I. AGREEMENT REPRESENTATIVE

1. The duly appointed municipal fire chief from each member municipality shall represent the municipality on any discussions concerning the mutual aid agreement.

2. No provision of this Agreement may be modified, altered, or rescinded without the approval of the Municipal Officers of all member municipalities.

I. ADOPTION & DURATION

1. Adoption of this Agreement is voluntary. The provisions of this Agreement shall apply only to Member Municipalities.

2. Municipalities shall be considered members of this Agreement upon receipt of the completed Signatory Page by the Washington County Emergency Management Agency.

3. This Agreement shall remain in effect until cancelled or amended. The terms of this Agreement shall be reviewed annually.

J. WITHDRAWING FROM THE AGREEMENT

1. Any member municipality that desires to withdraw from the Washington County Mutual Aid Agreement shall provide a written and signed resolution letter to all other member municipalities at least 30 days prior to withdrawing from this agreement.

K. COPIES PROVIDED

1. This agreement shall be filed on record with the municipal clerk from each member municipality. It shall also be kept on file at each fire department of each member municipality. A copy of this agreement shall also be provided to the Washington County Regional Communications Center, the Washington County Emergency Management Agency.

L. VALIDATION

1. Should any portion or section of this Agreement be held to be invalid by a court of competent jurisdiction that fact shall not affect or invalidate any other portion or section; and the remaining portions of this Agreement shall remain in full force and effect without regard to the section or portion or power invalidated by said court or jurisdiction.

**2. WASHINGTON COUNTY FIRE PROTECTION MUTUAL AID COMPACT
SIGNATORY PAGE**

MUNICIPALITY OF _____

Fire Chief

Date

Municipal Officer

Date

Municipal Officer

Date

Municipal Officer

Date

Municipal Officer

Date

Municipal Officer

Date

Municipal Officer

Date